

AGREEMENT

This agreement is made and dated this ____ day of _____, 2007, by and between the Fauquier County Fair Board, the Board of Supervisors of Fauquier County, hereinafter County, and the Rodgers Family Limited Partnership.

Whereas, the Fauquier County Fair Board is the owner of Parcel # 6997-27-9115 consisting of 10.24 acres and described as the Fauquier County Fairground on the attached document attached hereto as Exhibit "1" and described as "Exhibit Plat," and

Whereas, the County is the owner of the adjoining parcel consisting of 70.0065 acres also known as PIN # 6993-16-7710 also described as the Central Sports Complex and shown on Exhibit "1", and

Whereas, the Rodgers Family Limited Partnership is the owner of the adjoining parcel, PIN # 6993-07-7710 consisting of 60.03 acres, and

Whereas, the Fauquier County Fair Board desires to enter into a long-term lease to use approximately 6 acres of land shown on the attached exhibit plat for parking and other Fair related purposes, and

Whereas, the County requires additional acreage from the Rodgers Family Limited Partnership in order to permit the lease of the property to the Fair Board, and

Whereas, the Rodgers Family Partnership agrees to convey the required additional acreage to the Board of Supervisors by boundary line adjustment, subject to the contingencies contained herein, now, therefore **Witnesseth**:

I. Lease of Property to Fair Board

The County hereby agrees to lease to the Fair Board the property shown on Exhibit "A" under the terms and conditions set forth in the lease attached hereto as Exhibit "2".

II. Rezoning and Special Exception, Rodgers Family Limited Partnership property

The County hereby agrees to initiate a rezoning of the portion of the property shown on Exhibit "1" described as "Property to be rezoned from RA to I-1." The rezoning shall be subject to the submission of proffers in the standard form imposing the following restrictions:

a. Buffer strip 150 feet wide along Old Auburn Road from Frytown Road to the end of the property as shown on Exhibit "1".

b. Buffer strip 75 feet wide along Old Auburn Road from Frytown Road to Meetze Road, as shown on Exhibit "1".

c. Lease of buffer areas to the County to permit trails subject to lease agreement providing indemnification to the Rodgers Family Limited Partnership in accordance with the provisions of the Code of Virginia applicable to recreational use agreements

d. Should removal of the drainfield for the existing structure on the site to be conveyed by Rodgers Family Limited Partnership to the County be required in order to complete the improvements, the County shall permit use of the County drainfield to be built on the Sports Complex property. The use of the drainfield shall be memorialized through an offsite drainfield easement which appropriately limits the use of the drainfield to non industrial waste and prohibits misuse of the drainfield. The removal and relocation of the drainfield, if necessary, shall be at the sole cost and expense of the County.

e. The buffer strips and leases referred to herein shall permit reasonable ingress and egress to the Rodgers Family Limited Partnership's remaining property.

The following uses are to be precluded through proffers unless an amendment to the proffers is obtained or the County agrees to permit any such use requiring the rezoning special exception of special permit process provided for herein:

1. 3-303.1 Hotel
2. 3-304.1 Meeting Halls
3. 3-311.7 Arena/stadium
4. 3-312.8 Convenience Store
5. 3-313.8 Office, business more than 10,000 sq. ft.
6. 3-313.11 Office, professional more than 10,000 sq. ft.
7. 3-312.12 Eating establishment
8. 3-312.13 Eating establishment, fast food
9. 3-314.3 Auto repair garage
10. 3-314.4 Auto service station
11. 3-314.5 Auto body/painting establishment
12. 3-314.8 Auto sales, rental and services
13. 3-314.9 Truck and heavy equipment sales
14. 3-314.12 Motor vehicle wash
15. 3-315.6 Wholesale trade establishment w/retail sales
16. 3-315.7 Wholesale trade establishment
17. 3-315.9 Bottling plant
18. 3-315.10 Carpet and rug cleaning
19. 3-315.11 Petroleum bulk storage
20. 3-315.13 Outdoor auctions for automobiles, trucks etc.
21. 3-317.6 Explosive storage
22. 3-317.7 Abattoir (up to 4 acres)
23. 3-317.8 Abattoir (more than 4 acres)
24. 3-321.3 Motor freight terminal
25. 3-321.4 Truck stop

III. Conveyance of Fee Simple Interest in Rodgers Property

The Rodgers Family Limited Partnership hereby agrees that the property to be conveyed by boundary line adjustment shall be conveyed to the County within (30) thirty days of the approval of the above-referenced rezoning by general warranty deed with English Covenants of title.

IV. Contingency Provision

This Agreement is contingent upon Board approval and the vote of the Board of Supervisors to rezone the property as set forth herein. Should the Board fail or refuse to rezone the property this agreement shall terminate and be null and void, and no party shall have any further liability hereunder.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF FAUQUIER
COUNTY, a Body Politic

By _____

FAUQUIER COUNTY FAIR BOARD

By _____

RODGERS FAMILY LIMITED PARTNERSHIP

By _____

APPROVED AS TO FORM: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, _____, a Notary Public for the Commonwealth aforesaid,
hereby certify that _____ personally appeared before me this day and
acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2007.

Notary Public

My commission expires: _____ (SEAL)

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, _____, a Notary Public for the Commonwealth aforesaid,
hereby certify that _____ appeared before me this day and acknowledged the
foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2007.

Notary Public

My commission expires: _____ (SEAL)

BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA
COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, _____, a Notary Public for the Commonwealth
aforesaid, hereby certify that Paul McCulla, Fauquier County Administrator, personally appeared
before me this day and acknowledged the foregoing instrument on behalf of the Board of
Supervisors of Fauquier County, Virginia.

WITNESS my hand and official seal this _____ day of _____, 2007.

My commission expires: _____ (SEAL) _____
Notary Public